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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA AT ANCHORAGE

BOARDS OF TRUSTEES OF THE
ALASKA PIPE TRADES U.A. LOCAL 367
HEALTH & SECURITY TRUST FUND,
ANCHORAGE ALASKA AREA PIPE
TRADES LOCAL JOINT
APPRENTICESHIP TRAINING FUND,
U.A. LOCALS NO. 375 AND 367
SUPPLEMENTAL PENSION TRUST
FUND, INTERNATIONAL TRAINING
FUND and PLUMBERS & PIPEFITTERS
NATIONAL PENSION FUND,

Plaintiffs,
v.

POLAR REFRIG & RESTAURANT EQUIP,
INC. an Alaska Corporation; HARTFORD
FIRE INSURANCE COMPANY, BOND
NO. 52BSBFY0281,

Defendants.

NO.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT AND ERISA

For their complaint, plaintiffs allege as follows:

I. PARTIES AND JURISDICTION

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1. Plaintiffs are the Boards of Trustees of Alaska Pipe Trades U.A. Local 367 Health & Security Trust Fund, Anchorage Alaska Area Pipe Trades Local Joint Apprenticeship Training Fund, U.A. Locals No. 375 and 367 Supplemental Pension Trust Fund, International Training Fund and The Plumbers & Pipefitters National Pension Fund (collectively “Trust Funds”).

2. The Trust Funds are joint labor-management funds created pursuant to Section 302(c) of the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 186(c), and the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001, *et seq.* as amended (“ERISA”).

3. Defendant Polar Refrig & Restaurant Equip, Inc. (“Polar”) is an Alaska corporation engaged in the business of plumbing, heating, and air-conditioning work in Alaska with its principal offices located at 557 East Fireweed Lane, Suite D, Anchorage, Alaska 99503.

4. Polar is engaged in business within the jurisdiction of this court, and such business affects commerce within the meaning of Section 301(a) of the LMRA.

5. Defendant Hartford Fire Insurance Company (“Hartford”) is a bonding company authorized to conduct business as a surety within the State of Alaska and has issued Bond No. 52BSBFY0281 in favor of Polar.

6. Jurisdiction is conferred on this court by Section 502 ERISA, 29 U.S.C. § 1132.

7. Venue lies in the United States District Court for the District of Alaska at Anchorage under ERISA § 502(e)(2), 29 U.S.C. §1132(e)(2).

II. FIRST CLAIM FOR RELIEF: DELINQUENT CONTRIBUTIONS

8. United Association Local 367 (“Local 367”) is an employee organization as the term is defined by LMRA and ERISA located in the State of Alaska. Local 367 is the exclusive collective bargaining representative for certain employees of Polar working in the State of Alaska.

9. At all material times, Polar has been signatory to a collective bargaining agreement (“CBA”) with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, and its affiliated Local, Local 367, which incorporates by reference the Trust Funds’ Trust Agreements.

10. The CBA and Trust Agreements require Polar to make employee benefit contributions and other payments to the Trust Funds and Local 367 pursuant to the terms and conditions set forth in the CBA and the Trust Agreements.

11. At no time has Polar attempted to withdraw from or terminate its CBA.

12. Since September 2016, Polar has failed and refuses to timely make the required monthly contributions to the Trust Funds for work performed by employees covered by the CBA and Trust Agreements.

13. Polar owes an unknown amount in contributions, liquidated damages, and interest for the delinquent period of September 2016 through current to the Trust Funds.

14. Under the terms of the Trust Agreements creating the Trust Funds, the CBA, and ERISA, Polar is obligated to pay liquidated damages, interest, reasonable attorney’s fees

and costs and expenses of suit as a result of its failure to pay the required employee benefit contributions in a timely manner.

III. SECOND CLAIM FOR RELIEF: PAYMENT OF SURETY BOND

15. The Trust Funds incorporate by reference each of the allegations set forth in paragraphs 1 through 14 of this Complaint.

16. Defendant Hartford bound itself in the sum of \$25,000, Bond No. 52BSBFY0281, to assure payment of claims made by all persons supplying labor and materials in the prosecution of the work performed by Polar. The bond was filed with the State of Alaska, as required by AS 08.18.071 for contractors doing business in the State of Alaska. The surety bond's effective date was November 13, 2015.

17. By reason of Polar's failure to pay the Trust Funds the amount owed for delinquent trust fund contributions, the Trust Funds have a claim upon Bond No. 52BSBFY0281 pursuant to AS 08.18.071 and 08.18.081.

WHEREFORE, the Trust Funds pray for judgment against Polar Refrig & Restaurant Equip, Inc., as follows:

- (a) For the full amount of contributions found to be owing to the Trust Funds to the date of the judgment herein;
- (b) For liquidated damages, interest, reasonable attorneys' fees, and costs and expenses of suit;
- (c) That this Court enter judgment against Defendant Hartford Fire Insurance Company, awarding plaintiffs all delinquent contributions due and owing as proven at trial plus interest, liquidated damages, attorney's fees, the cost of an

audit of the employer's records, and all other costs incurred in accordance with the terms of the Trust Agreements, not to exceed the penal sum of the bond; and,

(d) For such other and further relief as this Court deems just and equitable.

DATED this 21st day of February, 2018.

/s/ Frank J. Morales

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